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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUN 4



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Tab settings

To the Honorable Commissioner of Patent

... original documents or copy thereof.

1. Name of conveying party(ies): MAA 6-4-98

ANTEC CORPORATION

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other GRANT OF SECURITY INTEREST (TRADEMARKS)
- Merger
- Change of Name

Execution Date: May 21, 1998

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK

Internal Address:

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: EMMET, MARVIN & MARTIN, LLP

Internal Address: PATRICIA M. VIOLETTE

LEGAL ASSISTANT

Street Address: 120 BROADWAY

City: NEW YORK State: NY ZIP: 10271

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41).....\$ 765.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

LORI POTTS

Name of Person Signing

Signature

Total number of pages including cover sheet, attachments, and document: 7

06 05/1998 Patent 44.00 UP 725.00 BP
00001491333
06/05/98
FC:461
FC:462

Schedule 1 to
Grant of Security Interest (Trademarks)
dated as of May 21, 1998
ANTEC CORPORATION

Trademark Name	Trademark Number	Registered Date
Tele-Wire	1,312,733	1/1/85
Regal	1,458,155	9/22/87
ONI	1,699,962	7/7/92
IDSE Integrated Drop System	1,819,281	2/1/94
Monarch	1,876,326	1/31/95
Fiberpak/ Fiber Pack	1,879,142	2/14/95
Laser Link	1,911,225	8/15/95
CISN/Cable Integrated Services Network	1,924,328	10/3/95
2020 Vision	1,939,620	12/5/95
Network Know-How	1,985,074	7/9/96
ANTEC/an- tech	2,013,999	11/5/96
Digiseal	2,118,416	12/2/97
Digicon/ Digital Con	2,134,952	2/3/98
ANTEC	2,140,778	3/3/98
Planet Systems	(75-251,297)	(3/4/97)
Just Drop	(75-365,884)	(9/30/97)

Schedule 1 to
Grant of Security Interest (Trademarks)
 dated as of May 21, 1998
ANTEC CORPORATION

Trademark Name [Design Only]	Trademark Number (75-374,808)	Registered Date (10/17/97)
Home Link	(75-374,809)	(10/17/97)
[Design Only]	(75-374,810)	(10/17/97)
Inter Link	(75-374,811)	(10/17/97)
Energy Link	(75-374,812)	(10/17/97)
[Design Only]	(75-374-813)	(10/17/97)
[Design Only]	(75-374-814)	(10/17/97)
RF Link	(75-374,864)	(10/17/97)
[Design Only]	(75-375,084)	(10/17/97)
ANTEC Network Technologies	(75-390,869)	(10/17/97)
Point 2 Multipoint Network Solutions/ Point 2 Multiple Point Network Solutions	(75-390,874)	(11/17/97)
Track Link	(75-395,354)	(11/24/97)
Light Link	(75-419,358)	(1/16/98)
Unity Wave	1,933,947	11/7/95

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a Delaware corporation (the "*Grantor*"), is obligated to THE BANK OF NEW YORK, as Administrative Agent (the "*Secured Party*"), and has entered into a Security Agreement, dated as of May 21, 1998 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

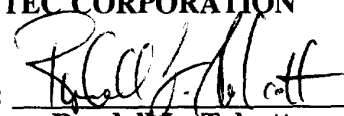
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

At such time as (i) the Lenders shall no longer have any obligation to make Revolving Loans, (ii) the Issuer shall no longer have (A) any obligation to issue Letters of Credit and (B) any obligations under the Letters of Credit theretofore issued, and (iii) the Obligations and all other amounts then due and owing under the Loan Documents shall have been paid in full in cash, the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to Grantor all right, title and interest of the Grantor in and to the Collateral.

The Administrative Agent's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 21st day of May, 1998.

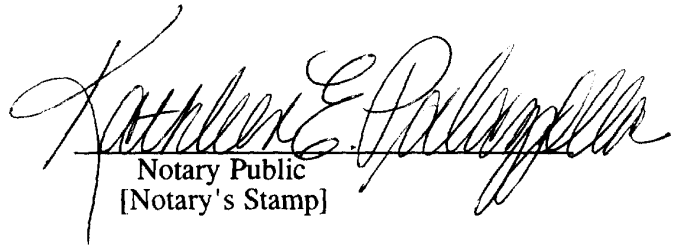
ANTEC CORPORATION

By: 
Name: Randall L. Talcott
Title: Treasurer

TRADEMARK
REEL: 1736 FRAME: 0890

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of May, 1998, before me personally came Randall L. Talcott, to me known, who, being by me duly sworn, did depose and say that he resides at 4641 North Magnolia Avenue, Unit 2N, Chicago, Illinois 60640; that he is the Treasurer of ANTEC Corporation, the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.


Notary Public
[Notary's Stamp]

KATHLEEN E. PALAZZOLLA
NOTARY PUBLIC, State of New York
No. 43-4503546 Qual. in Rich. Co.
Certificate Filed in in New York County
Commission Expires Jan. 31, 2000

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